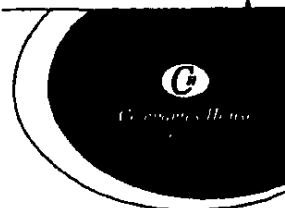


27638313

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009.

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

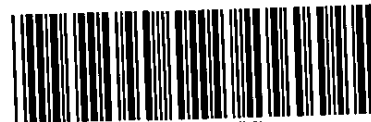


A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland

☐ What this form is NOT for
You cannot use this form to
particulars of a mortgage or
for a Scottish LLP.
To do this, please use form
LL MG01s.

THURSDAY



A75 21/04/2011 150
COMPANIES HOUSE

1 LLP details	
LLP number	0326172
LLP name in full	EATON SMITH LLP (the "Mortgagor")

For official use
→ Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge	
Date of creation	06/04/2011

3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.	
Description	Mortgage Deed (the "Mortgage") to secure own liabilities

We certify that this is a true
copy of the original document

Watson Burton LLP
WATSON BURTON LLP
1 CITY SQUARE
LEEDS LS1 2ES

4 Amount secured	
Please give us details of the amount secured by the mortgage or charge.	
Amount secured	(a) All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank which then were or at any time thereafter might be due, owing or incurred by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law), (continued)

Continuation page
Please use a continuation page if
you need to enter more details.

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

5**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name	Lloyds TSB Bank plc
Address	Dept 9443, 4th Floor, 617 Park Row Leeds (the "Bank")
Postcode	L S 1 1 N X
Name	
Address	
Postcode	

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

- 1 (a) By way of legal mortgage with full title guarantee the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage).
- (b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1(a) above, and
- (c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto.
- 2 By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of
- (a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charged by 1 above (the "Mortgaged Property").
- (b) licence fee by any licensee (whether present or future) of the Mortgaged Property;

(continued)

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

7**Particulars as to commission, allowance or discount (if any)**

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

NIL

8**Delivery of instrument**

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly.

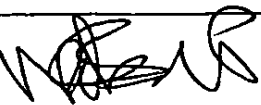
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property situated in another part of UK.

9**Signature**

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge.

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name	DEBORAH WHITEHEAD
Company name	WATSON BURTON LLP
Address	1 CITY SQUARE
Post town	LEEDS
Country/Region	YORKSHIRE
Postcode	L51 2ES
Country	ENGLAND
DX	12013 LEEDS
Telephone	0113 235 5770

☒ Certificate

We will send your certificate to the presenter's address if given above or to the LLPs Registered Office if you have left the presenter's information blank.

☒ Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The LLP name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For LLPs registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

- (b) Interest on all such money and liabilities to the date of payment at such rate or rates as from time to time be might agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;
- (c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis;
- (d) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank, and
- (e) All other money and liabilities expressed to be secured by the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage.

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property;

(d) rent deposit and purchase deposit, and

(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,

and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations

3. Charges with full title guarantee and as a continuing security for the payment to the Bank of the Secured Obligations:

(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),

(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof);

(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof),

(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),

(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by 3(a) - (e) inclusive above) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof), and

(continued)

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(g) by way of floating charge all the present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property ("Chattels") belonging to the Mortgagor or in which the Mortgagor has any interest ("Mortgaged Chattels").

4 By way of assignment with full title guarantee the goodwill of the business (if any) which then was or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences (as defined in the Mortgage) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (the "Mortgaged Licences") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations

5 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations

6 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, by way of fixed charge with full title guarantee the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and

7. By way of assignment with full title guarantee the Intellectual Property Rights being

(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,

(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and

(continued)

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights might subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property might be incorporated,

that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

THE SCHEDULE THE MORTGAGED PROPERTY

21

The property known as or being

The property is

Freehold ☒

Leasehold ☒

12-16 HIGH STREET

HUDDERSFIELD

HD1 2HA

(TITLE NUMBER: WYK387916)

Including the entirety of the property comprised in the document(s) particulars of which are set out below.

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties
20.12.1876	LEASE	(1) SIR JOHN WILLIAM RAUNDEN (2) ELI WADSWORTH AND JAMES SHAW
11.06.1902	LEASE	(1) SIR JOHN WILLIAM RAUNDEN (2) GEORGE HARRY ROBINSON & JOE MELLOR

(continued)

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Title No(s).

Administrative Area

WYK387916

WEST YORKSHIRE - KIRKLEES

NOTE

(A) By sub-clause 5.1 of the Mortgage the Mortgagor shall not without the prior written consent of the Bank.

- (i) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels (subject as provided in clause 5 5(a) of the Mortgage));
- (ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;
- (iii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage ("Prior Mortgages") and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets; or
- (iv) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by A(iii) above

(B) By sub-clause 5 5(b) the Mortgagor covenanted that it would pay into its account or accounts with the Bank:

- (i) the rents, fees, service charges, sums, deposits and other amounts referred to in 2 above and the proceeds thereof; and
- (ii) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payments referred to in 3 above

provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in 2 and 3 (a),(b),(c),(d) and (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession

(C) By sub-clause 5 5(c) the Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank



P.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC326172
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 6 APRIL 2011
AND CREATED BY EATON SMITH LLP FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO LLOYDS TSB BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 AS APPLIED
TO THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 21 APRIL
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES